

THE CIVIL RIGHTS GROUP, LLC
Thomas R. Kayes (SBN 327020)
2045 W Grand Ave, Ste B, PMB 62448
Chicago, IL 60612
t. 708.722.2241
tom@civilrightsgroup.com
www.civilrightsgroup.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PREETI DOE,¹

Plaintiff,

vs.

ROCHELLE STERLING in her
capacity as sole trustee of THE
STERLING FAMILY TRUST; THE
STERLING FAMILY TRUST;
BEVERLY HILLS PROPERTIES,
LLC; and JAMES SHIN,

Defendants.

Case No. 23-cv-10061

**COMPLAINT AND JURY
DEMAND**

Introduction

¹Preeti has no last name. *See infra* ¶ 7.
COMPL. & JURY DEMAND - 1

1 8. **Defendant Rochelle H. Sterling** is a person living in California. She
2 is the sole trustee of the Sterling Family Trust, dated August 13, 1998, as re-stated
3 on December 18, 2013 (“Sterling Family Trust”). Sterling is sued solely in her
4 capacity as trustee.

5 9. **Defendant Sterling Family Trust** is a California trust.

6 10. **Defendant Beverly Hills Properties, LLC**, is a California limited-
7 liability company.

8 11. **Defendant James Shin** is an individual living in California.

9 **Allegations**

10 *The Wilshire Berendo Towers*

11 12. The Wilshire Berendo Towers is a residential apartment building.

12 13. It is located at 330 South Berendo Street in Los Angeles.

13 14. It has about 80 rental units.

14 15. At all relevant times, the Sterling Family Trust has owned the
15 Wilshire Berendo Towers.

16 16. Beverly Hills Properties is a property management company.

17 17. At all relevant times, the Sterling Family Trust has had Beverly Hills
18 Properties manage the Wilshire Berendo Towers.

19 18. James Shin works for Beverly Hills Properties.

1 19. At all relevant times, Beverly Hills Properties employed Shin as a
2 property manager at the Wilshire Berendo Towers.
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

Tenant Complaints About Shin

20. On February 1, 2023, a woman left an online review of the Wilshire Berendo Towers, complaining about James Shin.

21. Before leaving that online review, the woman had called and left messages for Beverly Hills Properties complaining about Shin.

22. The woman later updated her online review, adding that Shin had called her a “Spicy Latina.”

23. On April 11, 2023, another woman complained to the Los Angeles Housing Department about Shin’s aggressive behavior toward her and her family.

24. On May 15, 2023, another person left an online review of the Wilshire Berendo Towers also complaining about Shin.

25. On information and belief, Beverly Hills Properties was aware of these or similar complaints about Shin’s behavior toward tenants and, in particular, female tenants.

26. On information and belief, Beverly Hills Properties, chose to do nothing to train or discipline Shin with respect to his treatment of tenants, including and in particular female tenants.

27. Beverly Hills Properties had good reason to attend to tenant complaints, having settled a sweeping housing discrimination case with the United States of America years before.

1 28. As part of that settlement, Beverly Hills Properties was required to
2 implement various anti-discrimination trainings and programs and pay over \$2
3 million.

4 *Preeti Comes To The Wilshire Berendo Towers*

5 29. After moving from her hometown in India to Los Angeles to attend
6 college, Preeti and a friend rented an apartment at the Wilshire Berendo Towers.

7 30. Preeti and her roommate signed their lease on or around March 8,
8 2023.

9 31. At one of their first meetings, Shin told Preeti that if he was younger,
10 he would date her. He also complimented her appearance.

11 *Shin Tricks Preeti*

12 32. After Preeti moved into the Wilshire Berendo Towers, she started
13 seeing Shin when she left and returned to the building through the main door.

14 33. Shin's office in the building was near the main door.

15 34. When he saw her, Shin would ask Preeti for hugs and ask her to go on
16 walks with him.

17 35. After saying no many times, Preeti began to feel bad.

18 36. After Shin made it sound as though his wife would accompany them,
19 Preeti agreed to meet Shin later to go on a walk.

1 37. When Preeti met Shin at the agreed time and place, his wife was not
2 there.

3 38. Preeti was surprised but did not feel comfortable backing out.

4 39. Shin ushered her into his car, which scared Preeti; she had thought
5 they would just walk in the area around the building.

6 40. When Preeti got in the car, Shin insisted on holding her hand.

7 41. Shin took her somewhere for a short walk and then drove her back to
8 the building.

9 *Shin Locks Preeti In His Office*

10 42. Preeti tried to avoid Shin after the walk.

11 43. But a few weeks later the ceiling in the bedroom of her apartment
12 collapsed due to water damage.

13 44. When their monthly rent for April became due many days later and
14 the ceiling had not been repaired, Preeti and her roommate decided not to pay their
15 rent.

16 45. A few days later, Preeti found a three-day notice to pay rent or quit
17 taped on her door.

18 46. This situation forced her to interact with Shin.

19 47. On May 2, 2023, Preeti met with Shin in his office.
20

1 48. After Preeti entered the office and sat down in a chair, Shin locked the
2 office door behind her.

3 49. Then, rather than sit behind his desk, Shin sat in a chair facing Preeti.

4 50. Shin maneuvered his chair so that one of his legs was between Preeti's
5 legs and he touched her leg.

6 51. Preeti was scared.

7 52. Shin asked Preeti what she would do for him if he helped her with her
8 housing situation.

9 53. Shin said that, if Preeti wanted his help, then she needed to "get
10 physical" with him.

11 54. Preeti understood that Shin meant sex.

12 55. Shin explained that he wanted Preeti to be "his girl" and "go on a
13 date" with him, after which they would "get physical."

14 56. After that, Shin said, he would help her with the rental situation.

15 57. Shin said that he would give Preeti a few days to decide whether to
16 take his offer.

17 58. After leaving Shin's office, Preeti was shaken.

18 59. She told her friends what Shin had proposed.

19 *Preeti Records Shin When He Locks Her In His Office Again*

20 60. One of Preeti's male friends tried to talk to Shin on Preeti's behalf.

1 61. Shin told the friend that Shin would help Preeti with her rental
2 situation but that Preeti needed to come see him alone.

3 62. Preeti did not want to go see Shin again, much less see him alone, but
4 she also did not want to get evicted.

5 63. One of Preeti's friends suggested that she record Shin, so Preeti turned
6 on an audio recording app on her phone and went to Shin's office.

7 64. Shin once again locked the office door behind Preeti.

8 65. He came up close to her and she started crying.

9 66. He told her not to cry.

10 67. He tried to kiss her, and he touched her body.

11 68. Shin told her not to listen to her friends, and to listen to him instead.

12 69. Shin told Preeti that she was his "girl" and his "baby."

13 70. Shin told Preeti, "You know I like you, right?"

14 71. Shin again told Preeti that she needed to "get physical" with him, but
15 that she could do it later.

16 72. Preeti cried and protested throughout the encounter.

17 73. Preeti left Shin's office and walked back to her apartment where her
18 friends were.

19 74. When she entered her apartment, she broke into sobs.
20

1 75. She told her friends that Shin had tried to kiss her and that he had
2 touched her body.

3 *Preeti Finds Shin At Her Door*

4 76. A few days later, Preeti went to Shin's office again, this time with a
5 friend, to try to pay her back rent. Shin would not accept it.

6 77. Shortly after, Preeti was alone in her apartment.

7 78. Preeti opened her apartment door, which opened into a common
8 hallway, to head out.

9 79. As soon as she opened the door, she saw Shin.

10 80. Shin was standing at her door with a key in his hand and his hand
11 extended toward her door.

12 81. Preeti was terrified.

13 82. Shin demanded to know why Preeti had brought her friend with her to
14 try to pay the rent earlier. He instructed her, "Tomorrow you come alone."

15 *Preeti Leaves The Building*

16 83. Because of Shin's harassment, Preeti left the Wilshire Berendo
17 Towers and, with the help of her friends, found a lawyer.

18 84. Shin's harassment has caused Preeti mental and emotional pain and
19 suffering that is reasonably likely to continue into the foreseeable future. She has
20

1 developed trouble sleeping and has had headaches. And her social life and
2 schoolwork have suffered.

3 **Claims for Relief**

4 **Count 1 – Federal Fair Housing Act**

5 **Against All Defendants**

6 85. Preeti incorporates all other allegations here.

7 86. Defendants injured Preeti by committing discriminatory housing
8 practices in violation of the federal Fair Housing Act, including:

9 a. Quid pro quo harassment based on sex, 42 U.S.C. § 3604(b), 42

10 U.S.C. § 3604(c), 24 C.F.R. § 100.600(a)(1);

11 b. Hostile environment harassment based on sex, 42 U.S.C. § 3604(b),

12 42 U.S.C. § 3604(c), 24 C.F.R. § 100.600(a)(2); and

13 c. Discriminatory statements indicating an intention to discriminate

14 based on sex and a preference based on sex, 42 U.S.C. § 3604(c).

15 87. Preeti is therefore entitled to compensatory damages, punitive
16 damages, declaratory relief, attorneys' fees and costs. 42 U.S.C. § 3613(c).

17 88. Each Defendant is directly liable or vicariously liable for the
18 discriminatory housing practices alleged here. *Meyer v. Holley*, 537 U.S. 280, 285
19 (2003), 24 C.F.R. § 100.7.

Count 2 – California Fair Employment and Housing Act

Against All Defendants

89. Preeti incorporates all other allegations here.

90. Defendants injured Preeti by committing unlawful housing practices in violation of the California Fair Employment and Housing Act, Cal. Gov. Code § 12955; Cal. Gov. Code § 12955.6.

91. Preeti is therefore entitled to compensatory damages, punitive damages, declaratory relief, attorneys' fees and costs. Cal. Gov. Code § 12989.1; Cal. Gov. Code § 12989.2.

92. Each Defendant is directly liable or vicariously liable for the unlawful housing practices alleged.

Count 3 - Negligence

Against All Defendants Except Shin

93. Preeti incorporates all other allegations here.

94. Each Defendant other than Shin owed a duty to hire, train, supervise, and discipline its property management staff, including Shin, to prevent mistreatment of tenants, including sexual harassment.

95. Each Defendant other than Shin breached at least one of those duties, causing Shin's harassment of Preeti.

96. Those breaches caused Preeti's injuries, as alleged above.

1 97. Preeti is therefore entitled to compensatory and punitive damages.

2 Count 4 – Assault

3 Against All Defendants

4 98. Preeti incorporates all other allegations here.

5 99. Shin repeatedly put Preeti in imminent fear of an offensive,
6 unreasonable, unconsented, and unpermitted touching.

7 100. Each Defendant is directly liable or vicariously liable for that conduct.

8 101. That conduct injured Preeti.

9 102. Preeti is therefore entitled to compensatory and punitive damages.

10 Count 5 – Battery

11 Against All Defendants

12 103. Preeti incorporates all other allegations here.

13 104. Shin battered Preeti by repeatedly making offensive and harmful
14 contact with her, he intended to do so, and she did not consent nor was the contact
15 permitted.

16 105. Each Defendant is directly liable or vicariously liable for that conduct.

17 106. That conduct injured Preeti.

18 107. Preeti is therefore entitled to compensatory and punitive damages.

Count 6 – False Imprisonment

Against All Defendants

108. Preeti incorporates all other allegations here.

109. Shin used his body, manner, and physical surroundings to prevent Preeti from moving freely without lawful authority or Preeti's consent when he twice locked her in his office.

110. Each Defendant is directly liable or vicariously liable for that conduct.

111. That conduct injured Preeti.

112. Preeti is therefore entitled to compensatory and punitive damages.

Count 7 – Unruh Civil Rights Act

Against All Defendants

113. Preeti incorporates all other allegations here.

114. The Unruh Civil Rights prohibits discrimination based on sex in the residential rental property business. Cal. Civ. Code § 51.

115. Whoever discriminates in violation of the Act is liable for up to treble damages. Cal. Civ. Code. § 52(a).

116. Shin discriminated based on sex within the meaning of the Unruh Act by sexually harassing Preeti.

117. The other Defendants are vicariously liable for Shin's conduct.

118. Each Defendant is therefore liable under the Act to Preeti.

Count 8 – Cal. Civ. Code § 51.9

Against All Defendants

119. Preeti incorporates all other allegations here.

120. Cal. Civ. Code § 51.9 prohibits sexual harassment by landlords and property managers.

121. Whoever violates § 51.9 is liable for damages, exemplary damages, attorneys' fees and a civil penalty of \$25,000. Cal. Civ. Code. § 52(b).

122. Shin sexually harassed Preeti in violation of § 51.9.

123. The other Defendants are vicariously liable for Shin's conduct.

124. Each Defendant is therefore liable under the Act to Preeti.

Jury Demand

Preeti demands a jury trial under Rule 38 of the Federal Rules of Civil Procedure.

Prayer for Relief

125. Preeti prays for a judgment with the following relief:

- a. Compensatory damages,
- b. Punitive damages,
- c. Attorneys' fees and costs,
- d. Pre- and post- judgment interest,
- e. Declaratory relief, and

1 All other relief that the court finds just.

2 Dated: November 29, 2023

3 Respectfully submitted,

4 /s/ Thomas R. Kayes

5 Thomas R. Kayes

6 THE CIVIL RIGHTS GROUP, LLC

7 2045 W Grand Ave, Ste B, PMB 62448

8 Chicago, IL 60612

9 t. 708.722.2241

10 tom@civilrightsgroup.com

11 www.civilrightsgroup.com

12 Attorneys for Plaintiff